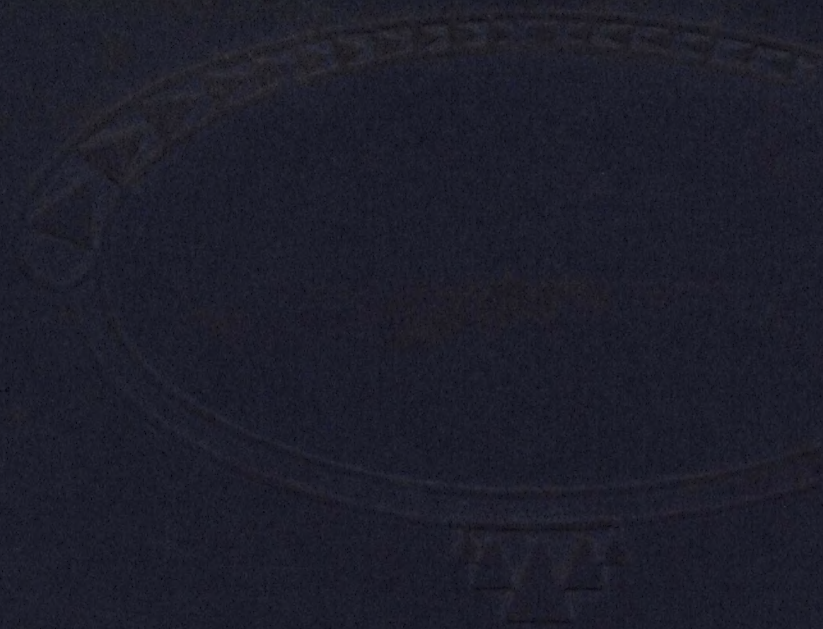


ALBERTA CLAY PRODUCTS CO.



ALBERTA CRYSTAL PRODUCTS CO.



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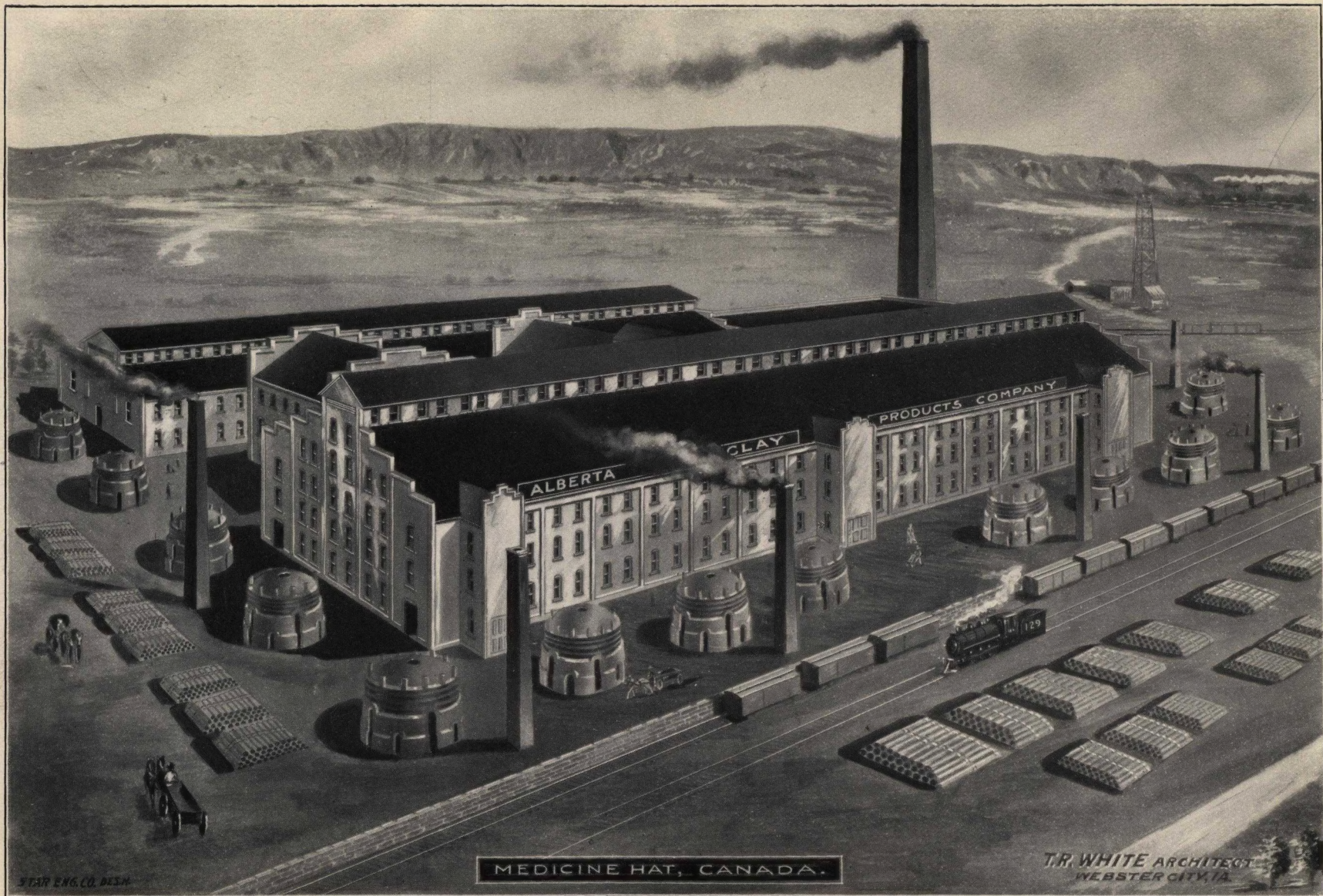
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**Alberta Clay
Products Company**



Alberta Clay Products Co's Proposed Plant



Alberta Clay Products Company

A Corporation


Organized for the Purpose of Manufacturing and
Selling Sewer Pipe, Brick and All Other
Products Made From Clay

Offers For Sale

First— \$150,000 Cumulative Seven Per Cent Preferred Stock
Second—\$200,000 Six Per Cent First Mortgage Serial Gold Bonds



The Hall-Mark
of Quality



ALBERTA CLAY PRODUCTS CO.

MEDICINE HAT, ALBERTA CAN.


MEDICINE HAT

Organization and Capitalization

Incorporated.....	Under Laws of Minnesota, U. S. A.
Authorized Capital Stock.....	\$500,000
Cumulative Seven Per Cent Preferred Stock.....	\$150,000
Common Stock.....	\$350,000
Total Stock (Non-Assessable)	\$500,000

Officers and Directors

A new Board of Directors for the ensuing year will be elected by the Stockholders at a meeting, due notice of which will be given, after not less than \$100,000 par value of the preferred stock shall be subscribed for. The directors will then elect officers.



ALBERTA CLAY PRODUCTS CO.

MEDICINE HAT, ALBERTA CAN.

DESCRIPTION OF BOND ISSUE

Alberta Clay Products Company's Six Per Cent First Mortgage Serial Gold Bonds

Trustee.....	Security Trust Co., St. Paul.
Date of Bonds.....	May 1, 1909.
Maturities.....	Serial as below
Interest Dates.....	May 1st and November 1st.
Authorized Issue.....	\$200,000.
Denominations.....	400 bonds of \$500 each.
Redemption.....	Entire issue is subject to redemption at 105 and interest upon any interest day after May 1st, 1914, and prior to May 1st, 1919, and at par and interest on any interest day after May 1st, 1919.
Form of Bonds.....	Coupon Bonds.

Maturities:

\$10,000 due May 1st, 1914
\$10,000 " " 1st, 1915
\$10,000 " " 1st, 1916
\$10,000 " " 1st, 1917
\$10,000 " " 1st, 1918
\$15,000 " " 1st, 1919
\$15,000 " " 1st, 1920

\$15,000 due May 1st, 1921
\$15,000 " " 1st, 1922
\$15,000 " " 1st, 1923
\$15,000 " " 1st, 1924
\$15,000 " " 1st, 1925
\$15,000 " " 1st, 1926
\$15,000 " " 1st, 1927
\$15,000 " " 1st, 1928

SECURITY FOR BOND ISSUE

Besides the 320 acres of land for clay estimated to contain 15,000,000 tons clay, the value of which it is impossible to estimate, the following will be offered, viz:

About 35 acres at Medicine Hat for Plant Site.

1034 Lots or about 110 acres at Medicine Hat.

Gas Well.

Railway tracks and right of way, to clay lands, 2 miles.

Railway tracks at site, part elevated, about 2000 feet.

Rights in $1\frac{1}{4}$ miles railway track to site.

Dump cars, small track, etc., at clay pit.


Buildings, clay-shed, machinery, engine and boiler, dryer, blacksmith shop, office.

14 Kilns.

Machinery, engines, boilers, presses, etc.

Miscellaneous properties.

The total value of the above will be about \$500,000.



ALBERTA CLAY PRODUCTS CO.

MEDICINE HAT, ALBERTA CAN.

GENERAL STATEMENT

The authorized bond and preferred stock issues are limited to \$200,000 and \$150,000 respectively. It is believed that it will be necessary to sell no more than \$150,000 bonds. \$100,000 preferred stock will be sold before construction work will be begun. Only so much of the bonds as it may be necessary to sell, will be sold. The proceeds from sales of bonds and preferred stock are desired to pay for construction, equipment, machinery and operation, with not to exceed \$25,000 to pay charges against the clay lands and expenses. The proceeds from sales of preferred stock will be used before the expenditure of any part of the funds derived from the bonds.

THE PLANT

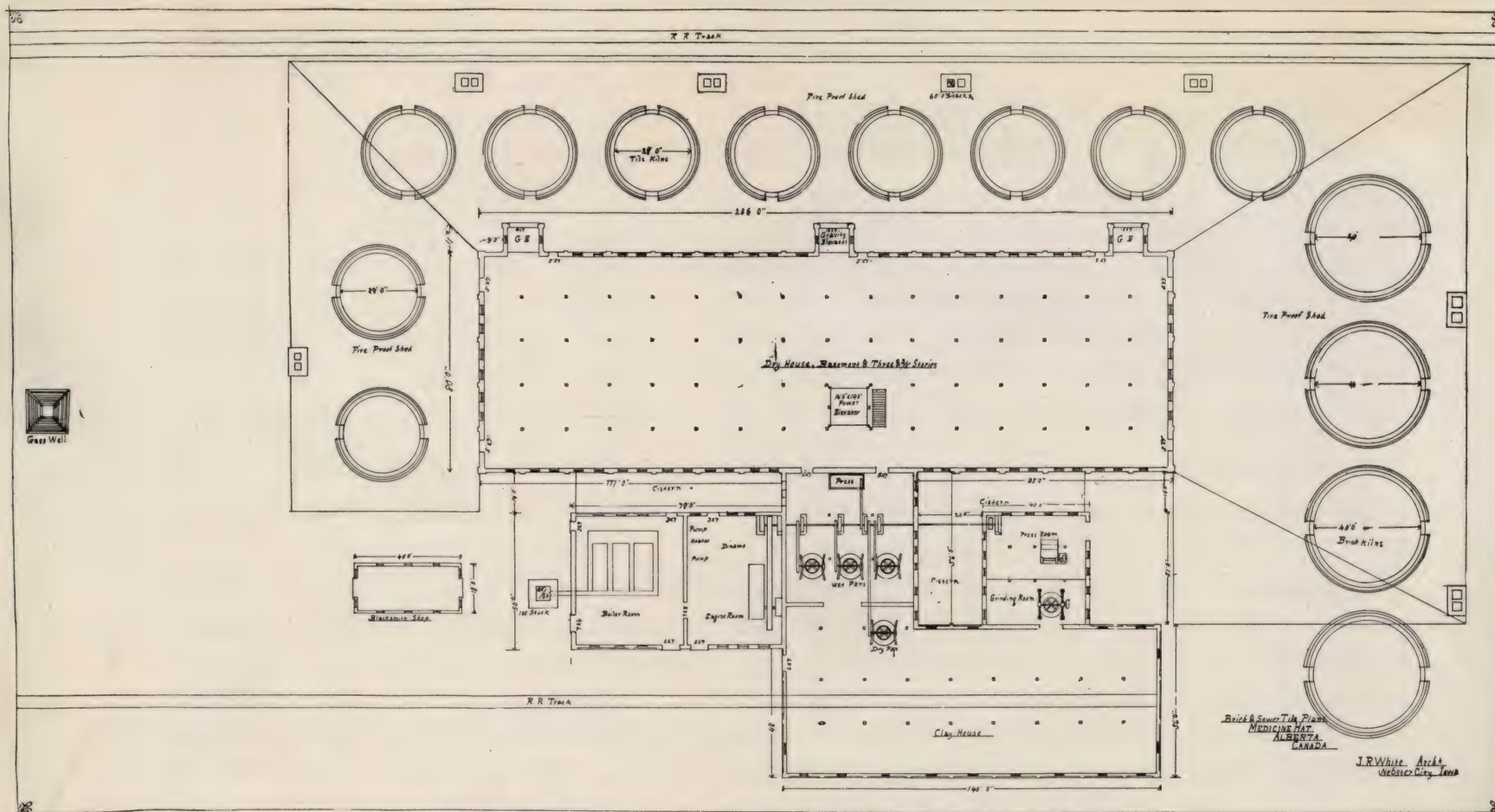
The plant will be a modern, up-to-date sewer pipe and brick plant, consisting of the following :

Buildings:

Dryer, 256 ft. x 80 ft. 3 stories and basement.
Machine Room 60 ft. x 50 ft. 3 stories and basement.
Clay Storage Room 60 ft. x 150 ft. 1½ stories.
Engine Room 30 ft. x 48 ft. 1 story.
Boiler Room 48 ft. x 48 ft. 1 story.
Brick Department Building 40 ft. x 48 ft. 2 stories.
Two Cisterns will be constructed between the buildings.

Machinery:

3 Pumps.	1-500 H. P. Heater.	1 Corliss Engine, 20 x 48
3 Wet Pans.	3 Gravity Elevators.	1 Set Tools.
2 Dry Pans.	3 High Pressure Boilers.	1 Power Elevator.
1 Dry Brick Press.	1 Sewer Pipe Press complete.	1 Generator complete
1 Electric Generator complete.		



Ground Floor Plan of Alberta Clay Products Co's Proposed Plant

Kilns:

10 especially constructed kilns, 28 ft. inside diameter.
4 kilns 40 ft. inside diameter.

Railway Tracks:

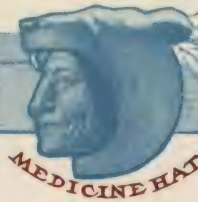
About 2 miles to the clay pit.
About $1\frac{1}{4}$ miles to plant.
About 2000 ft. of track at the plant, part of it elevated.
Narrow gauge track and dump cars at clay pit.

The plant without real estate, clay or gas rights, will cost nearly if not quite \$250,000.

BRICK

It will require about 3,000,000 dry pressed brick to build the plant. These brick can be made by the company for less than \$5.00 per thousand, and ordinary dry pressed brick cannot be bought at the site of the plant for less than \$13.00 per thousand.

A permanent dry pressed brick plant rated at 20,000 brick daily capacity will be consolidated with sewer pipe plant. Parties have offered to rent the brick plant at a fair rental and buy clay from the company at twenty cents per ton in the ground, paying their own cost of excavating and hauling to the plant. Good dry pressed brick sell F. O. B. cars Medicine Hat for \$15.00 to \$40.00 per M. Face brick are largely bought at Menomonie, Wisconsin, and other points in the United States at prices ranging from \$35.00 to \$60.00 per thousand F. O. B. cars Medicine Hat. Heavy freight rates and a duty are paid on them. The Company's clay will make an extra good quality pressed brick which will sell for large prices.



CLAY

For many years practical sewer pipe manufacturers sought throughout western Canada for clay of right quality from which to manufacture sewer pipe. More than a hundred tests of clay from clay banks located between western Ontario and the mountains were made by the parties who have formed this Company. Thousands of dollars and months of time were spent by them. Of all clay tested, the clay secured by them is the only clay that shows the required qualities for first class sewer pipe. This clay has been tested thoroughly by competent experts. It has been analyzed and burned under varying conditions. The finished product has been tested in competition with other sewer pipe. Both have been proved to be of superior quality.

Sewer pipe clay has sold in Iowa for 25 cents per ton in the ground. At twenty cents per ton the clay that will probably be used during the term of the bonds is worth \$192,000 and the Company will have about 14,000,000 tons left.

REAL ESTATE

The Northeast quarter of section 27 and the Southeast quarter of Section 34, Township 11, Range 5 West of the Fourth Meridian, Alberta, Canada.

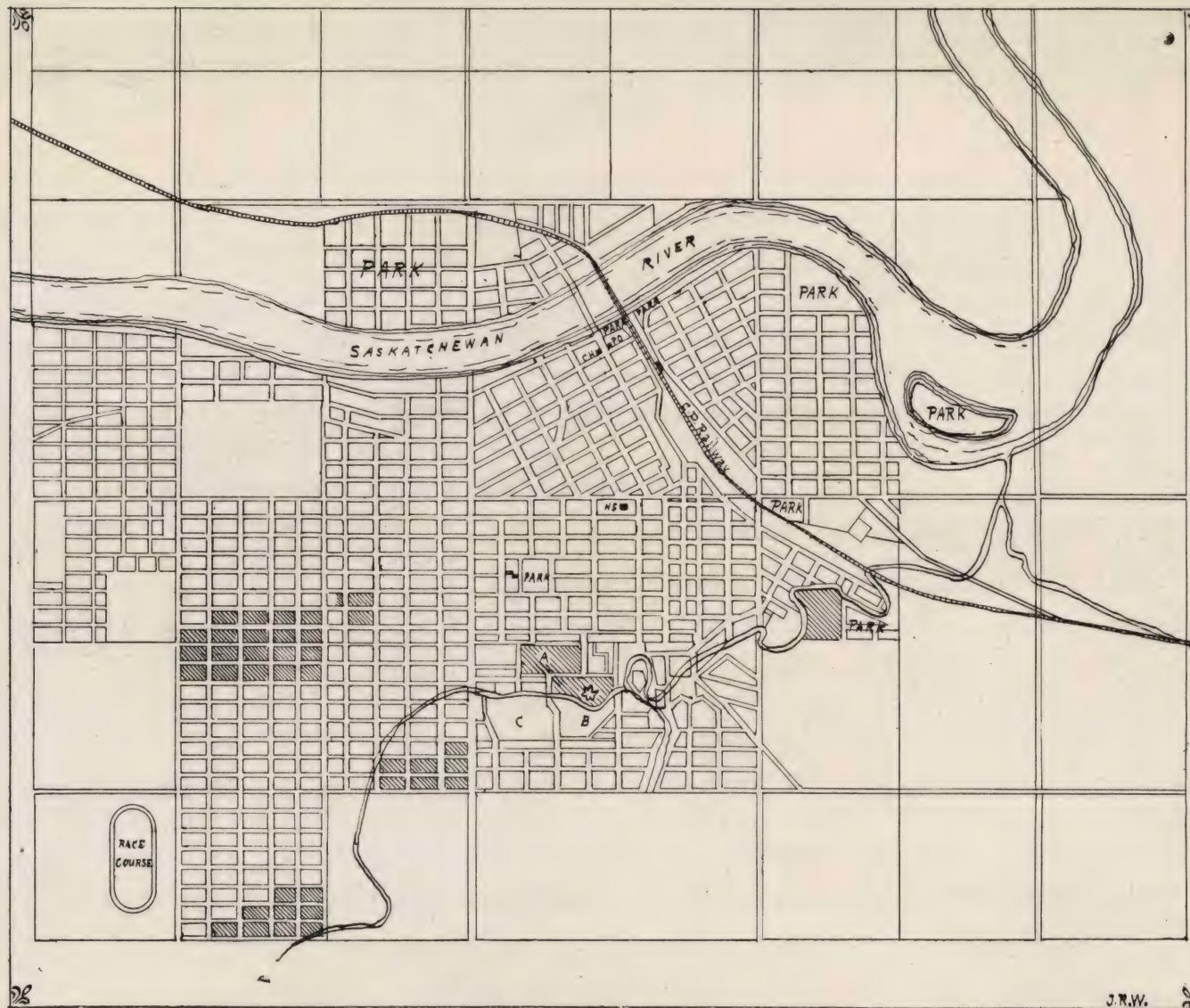
This is 320 acres of land estimated to contain more than 15,000,000 tons of clay suitable to make the best quality sewer pipe. There are buildings on this land valued at \$3,000.

About 35 acres at Medicine Hat known as Blocks A and B of Industrial Place for plant site.

1034 lots, or about 110 acres, at Medicine Hat in vicinity of plant site. These lots are valuable not only as locations for homes of employees, but they extend the Company's field from which to secure natural gas.

There are about 465 acres of land, nearly 150 of them at the thriving city of Medicine Hat.

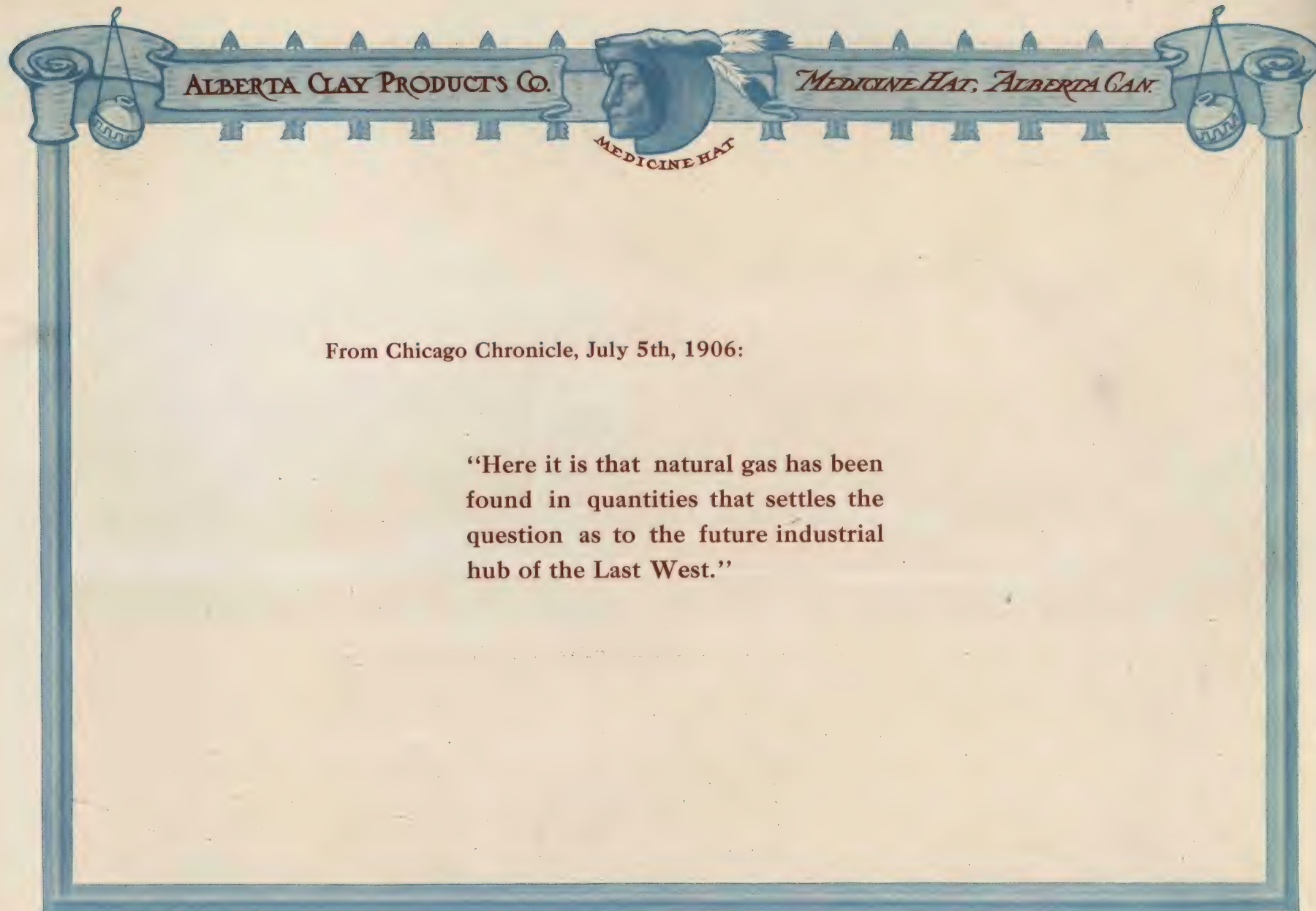
See plat, pages 14 and 15 for locations.



CITY OF MEDICINE HAT ALBERTA CANADA
Cut Showing Locations of Alberta Clay Products Co's Plant Site and Platted Lots. Star Shows Location of Plant. Shaded Portion Shows Location of Lots



Birds Eye View of Alberta Clay Products Co's Clay Land Showing Buildings



From Chicago Chronicle, July 5th, 1906:

“Here it is that natural gas has been found in quantities that settles the question as to the future industrial hub of the Last West.”

*Drilled by W.R. Martin,
1909.*

"Old Glory" - Medicine Hat District.

Depth - 1909 feet

Capacity - 4,500,000 cubic feet per day.

Will develop 21,000 H.P.

Equivalent to 3200 tons of Coal per day.

Burning Gas Well

NATURAL GAS

An unlimited supply of natural gas exists at Medicine Hat.

The city of Medicine Hat has agreed to construct without cost to the Company, but for the Company's exclusive use and to be owned by it, a gas well on the Company's plant site. It has agreed to furnish to the Company, free of charge, all gas it may require until the gas well is completed. The gas well will furnish all gas that will be required by the Company for many years. The city has also agreed to furnish the Company at a price of five cents per thousand cubic feet, all gas the Company may require (if any) in excess of its supply from its gas well for the next ten years. New gas wells can be drilled on any of the Company's land.

The following is from "Medicine Hat News" of January 21, 1909:

"Mr. W. R. Martin, who is in charge of the C. P. R. ore boring operations at Bow Island and at Cummings, in the Medicine Hat gas area, received a telegram from Bow Island on Thursday evening last announcing that gas had been struck at the 1909 foot level and that the flow was estimated at a million and a quarter cubic feet per 24 hours from an 8 inch well. By morning the flow had developed to 5,000,000 feet by mercury test and to 5,241,960 feet by water test, which latter is considered the most reliable.

"While the statement that such a tremendous flow had been secured was most gratifying, of far greater import is the announcement that the gas comes from a formation which assures a supply in the Medicine Hat field for practically all time to come.

"Mr. Martin states that this question is now settled by the strike out at Bow Island, and that Medicine Hat is assured a supply for centuries to come. Such an opinion coming from one with such vast experience as is possessed by Mr. Martin should furnish the assurance required by the industrial world and offer sufficient inducement to immediately secure for Medicine Hat the city's destined position as the manufacturing hub of the west."



ALBERTA CLAY PRODUCTS CO.

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MEDICINE HAT

Mr. A. G. Stevenson, Vice President and General Manager of the Stevenson Company, Wellsville, O., manufacturers of brick and sewer pipe machinery, says in a letter to Mr. Warren Overpack: "If you are able to get gas, you can make a mint of money in manufacturing sewer pipe."

STANDARD DRAIN PIPE CO.

Wm. Cousins, Esq., Mayor, Medicine Hat,

St. Johns, P. Q., January 16, '09.

Dear Sir:---Re-burning sewer pipe with natural gas. This is quite practicable--it was done at Empire and Toronto, Ohio, and I saw kilns burning with gas 15 years ago.

Respectfully,

W. C. TROTTER,
President and General Manager.

TAXES

The City of Medicine Hat has agreed to exempt the plant of the Company at Medicine Hat from all taxation under its control, except school taxes, for fifteen years.

CLAY BANK TO PLANT

The clay bank of the Company is located about eight miles from Medicine Hat and about two miles from the Railway. The plant is located at Medicine Hat. A spur track will be constructed by the Company to the Clay bank at a cost of about \$24,000, or on best terms it can secure from the Canadian Pacific R. R. Co.

The Canadian Pacific has agreed to haul clay from the clay bank to the plant for a charge of \$5.00 per car, which, with a minimum of 30 tons per car, will cost less than 17 cents per ton, as against a rate of 87½ cents per ton which a sewer pipe plant now being constructed in Minnesota must pay for freight alone on all clay it uses.

The City of Medicine Hat has agreed to build and thereafter maintain, for the Company's use, without

expense to the Company, a railway track from the main line of the Canadian Pacific Railway to the site of the Company's plant at a probable original cost of about \$25,000. The value of the agreement to maintain and keep the track in repair is worth to the Company about \$500 per annum, which capitalized at five per cent, amounts to \$10,000. The total value to the Company of this track and its maintenance is \$35,000 with no tax on the track or charge for maintenance of the same against the Company.

LOCATION

Medicine Hat is in Alberta Province, Canada, located on the main line of the Canadian Pacific Railway about 660 miles west of Winnipeg. There is no sewer pipe plant located in Canada between Toronto and the coast. The large quantities of sewer pipe now used by the cities and railways in this vast territory is made in the United States and eastern Canada, mostly in the United States. Toronto is over 1200 miles east of Winnipeg.

DUTY

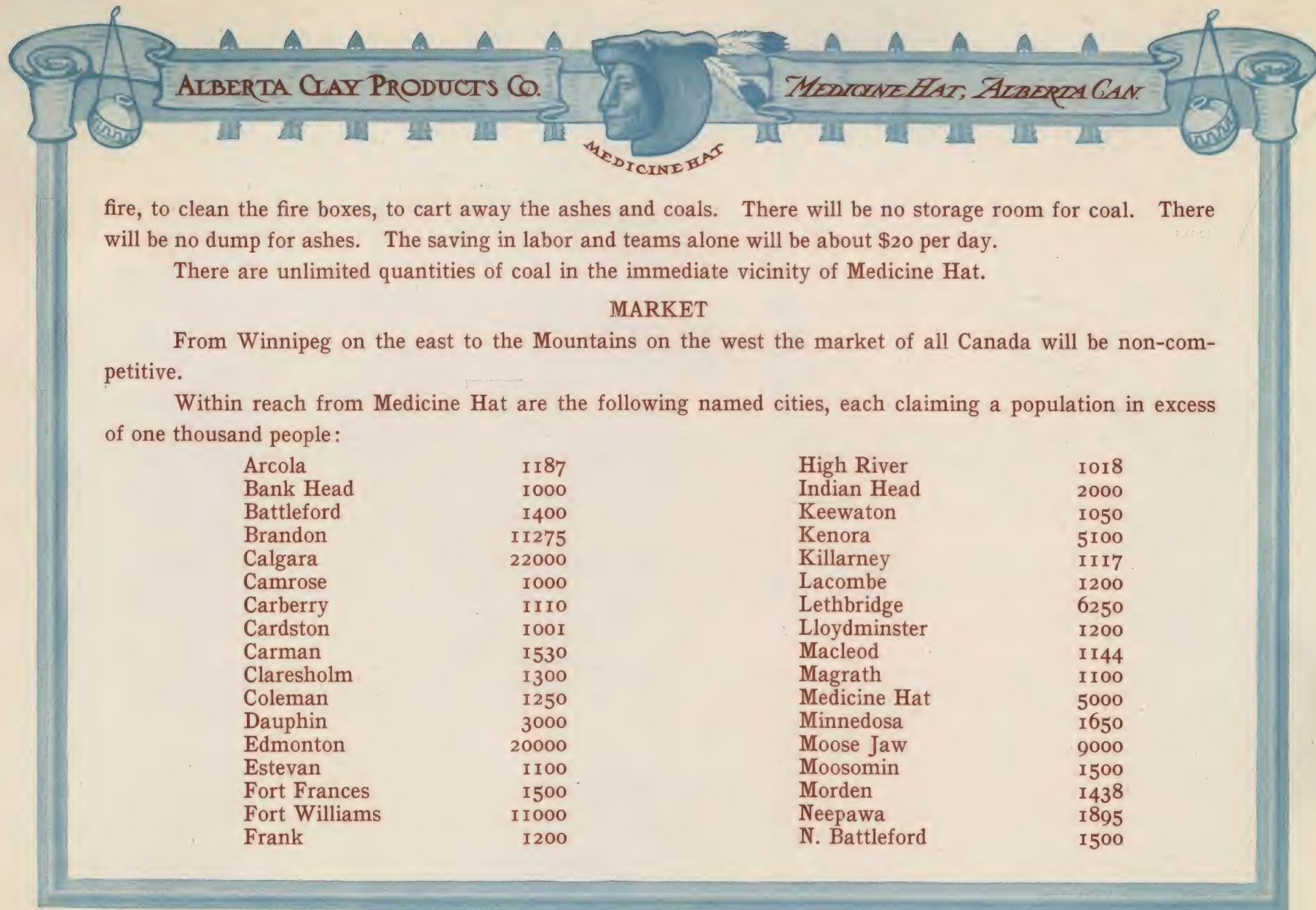
In addition to the heavy freight rates on all sewer pipe shipped into Canada, there is a duty of thirty-five per cent ad valorem.

FUEL

Fuel is one of the largest elements of cost in producing sewer pipe. Under the heading "Natural Gas" we have seen the Company will get free natural gas for fuel.

At five cents per 1000 cubic feet, gas for fuel will give a saving of seventy-five per cent of the cost of coal for fuel.

In addition to the saving in cost of fuel, no labor or teams are required to handle the coal, to feed the



fire, to clean the fire boxes, to cart away the ashes and coals. There will be no storage room for coal. There will be no dump for ashes. The saving in labor and teams alone will be about \$20 per day.

There are unlimited quantities of coal in the immediate vicinity of Medicine Hat.

MARKET

From Winnipeg on the east to the Mountains on the west the market of all Canada will be non-competitive.

Within reach from Medicine Hat are the following named cities, each claiming a population in excess of one thousand people:

Arcola	1187	High River	1018
Bank Head	1000	Indian Head	2000
Battleford	1400	Keewaton	1050
Brandon	11275	Kenora	5100
Calgara	22000	Killarney	1117
Camrose	1000	Lacombe	1200
Carberry	1110	Lethbridge	6250
Cardston	1001	Lloydminster	1200
Carman	1530	Macleod	1144
Claresholm	1300	Magrath	1100
Coleman	1250	Medicine Hat	5000
Dauphin	3000	Minnedosa	1650
Edmonton	20000	Moose Jaw	9000
Estevan	1100	Moosomin	1500
Fort Frances	1500	Morden	1438
Fort Williams	11000	Neepawa	1895
Frank	1200	N. Battleford	1500



ALBERTA CLAY PRODUCTS CO.

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MEDICINE HAT

Portage La Prie	6500
Port Arthur	10500
Prince Albert	6500
Rainy River	2020
Raymond	1800
Regina	12500
Rosthern	1100
Saskatoon	6500
Selkirk	3200
Stettler	1100
Souris	2000
St. Boniface	5116
Stonewall	1074
Strathcona	3000
Swift Current	1300
Taber	2000
Virden	1471
Weyburn	1500
Wetaskiwin	2500
Winnipeg	120000

Wolseley	1200
Yorktown	1363
Altin, B. C.	3000
Cranbrook, B. C.	3150
Cumberland, B. C.	1000
Fernie, B. C.	3000
Grand Forks, B. C.	1900
Greenwood, B. C.	1500
Kamloops, B. C.	2200
Kaslo, B. C.	1250
Nanaimo, B. C.	6500
N. Westminster, B. C.	7250
Phoenix, B. C.	1500
Revelstoke, B. C.	1600
Rossland, B. C.	5000
Trail, B. C.	1360
Union, B. C.	1140
Van Couver, B. C.	60000
Vernon, B. C.	2519
Victoria, B. C.	24500

The above was taken from Waghorn's Guide published at Winnipeg, January, 1909.

There are three great railway systems traversing the territory, building new lines, repairing and bettering old lines, which will consume large quantities of sewer pipe.

This territory is enormous in extent, rich in fertility and natural resources, and growing faster than any like territory ever grew in the past. During the last five years it is claimed its population increased 140 per cent. In 1906 Winnipeg was reported to have only 90,000 people. Little over two years later it claims 120,000.



From Natural Gas Record, New York, Sept. 1907.

“Medicine Hat will become the manufacturing center of that enormous territory lying between Winnipeg and the Pacific Coast.”



View of Medicine Hat, Alberta



ALBERTA CLAY PRODUCTS CO.

MEDICINE HAT, ALBERTA CAN.

Winnipeg alone claims 142 miles of sewer. Other cities are growing likewise. The demand will be beyond the capacity of the Company.

"Never before in the history of Western Canada has such a program of railroad development been planned. An estimate by a prominent railroad engineer places the money to be spent at over \$90,000,000 between the Great Lakes and the Pacific Ocean. In Alberta and Saskatchewan all three lines will build branches, the provincial governments having agreed to guarantee the bonds of the companies to the extent of \$13,000 and \$15,000 a mile according to the nature of the country to be traversed.

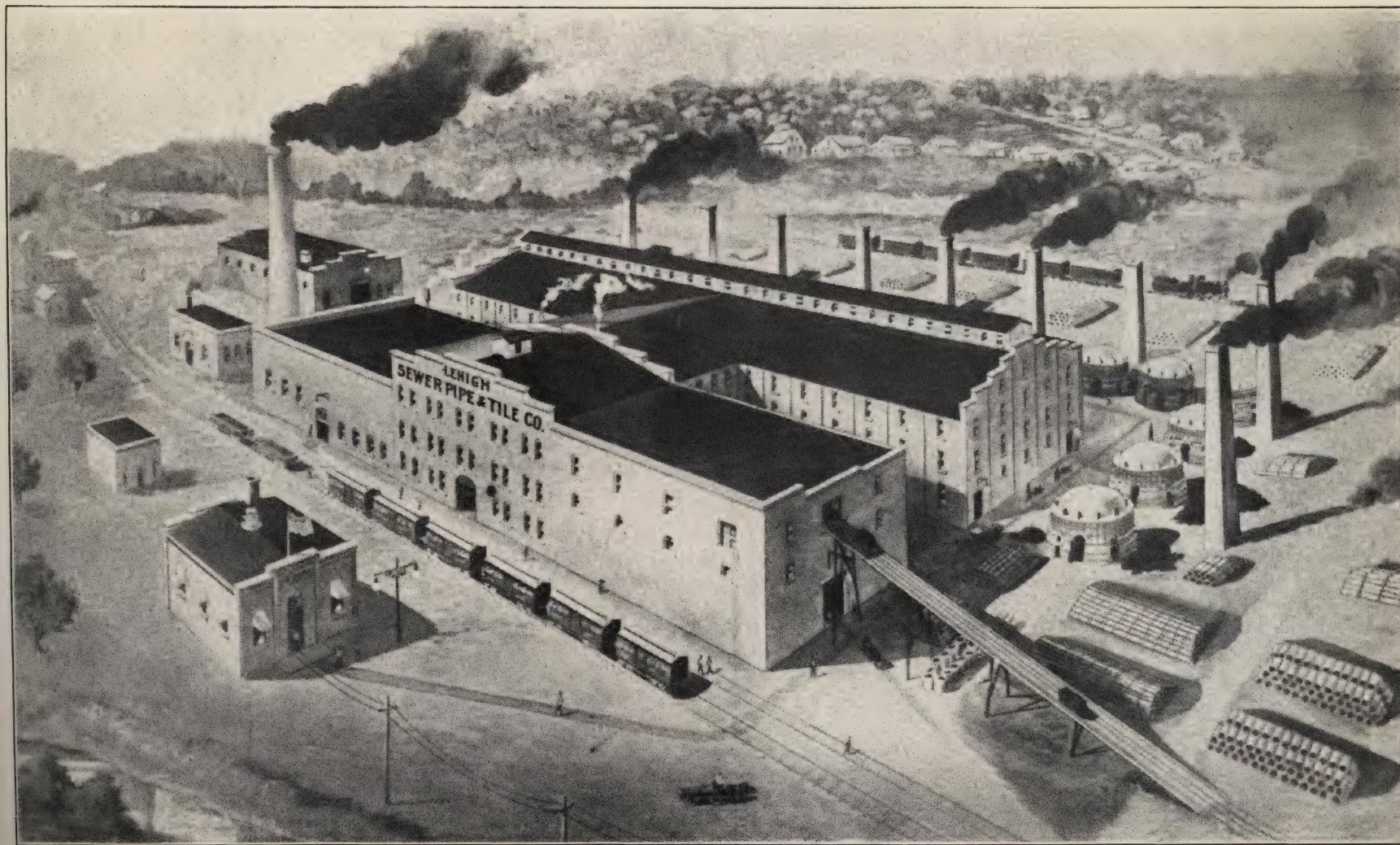
In addition to the three big systems there are several smaller lines, apart from the Great Northern and Northern Pacific with their subsidiary companies." (From "Minneapolis Journal," February 3rd, 1909.)

PROFITS

In all parts of the United States where clay of right quality can be found are located sewer pipe plants. Although competition is keen, the profits are large. One plant whose clay cost about one dollar per ton, delivered at the plant, paid a dividend in 1908 of 28 per cent, and during the last eight years it has paid dividends averaging 21 per cent each per annum. Its stock has recently sold for two hundred fifty (250) per cent of its par value. It has no advantage of a duty or short, as against extra long freight hauls. It burns coal for fuel that costs four times the cost of natural gas, and employs about ten times as much labor to handle its coal as will be required to look after the gas. Other plants have had like successes. A new sewer pipe plant is being constructed in Minnesota, where coal will be used for fuel, and where the freight rate alone on the clay to the plant will be 87½c per ton. It will get its clay from Central Iowa, and the cost of mining and loading the clay will be the same as the cost to this Company.

EXPERIENCED SUPERVISION

The Company has secured men who have demonstrated their ability, men of long experience in clay manufacture, who will have general supervision of the manufacture of its products. Successful business men will be in charge of the general management of the Company's affairs. The natural advantages, unlimited and non-competitive market and able management assured, the future success of the enterprise is guaranteed.



Sewer Pipe Plant, Lehigh, Iowa

ALBERTA CLAY PRODUCTS CO.



MEDICINE HAT, ALBERTA CAN.

ESTIMATE OF CLAY DEPOSIT

A. W. MCVITTIE, D. L. S.

L. S. COKELY, C. E.

McVittie & Cokely

Engineers and Surveyors

Irrigation Engineers

On the SE $\frac{1}{4}$ Sec. 34 and NE $\frac{1}{4}$ Sec. 27, T. 11, R. 5, west of Fourth Meridian Province of Alberta.

The deposit extends along the eastern boundary of the Quarters, roughly in the form of a triangle, with the Boundary as the base. The top of the deposit is rolling prairie, nearly level. The western limit is cut up by coulees, characteristic of land near a water course, where by steep declines it reaches the level of the valley of the stream.

The stratum of clay lies nearly level, outcropping along the entire western side of the bank. On the surface the stripping will amount to about 15 feet on the average.

The amount of clay was calculated from the following:

Surface on the top of the deposit

47.8 acres

Surface covered by total deposit, figured as far west as present tests warrant,

87. acres

Depth of deposit, taking northwest test hole as basis,

135. feet

Stripping,

15 to 20 "

Thickness of deposit of clay,

115 "

Specific gravity of clay, 1.6 or 100 lbs. to the cu. ft.

From the foregoing data the amount of clay is estimated at fifteen million tons of 2000 lbs. each.

Beyond doubt the clay extends further west and very likely further than the tests indicate, as I understand the tests did not pierce the deposit. But the estimate is made on the present amount of testing done.

Coaldale, Alberta, January 20, 1909.

LEROY S. COKELY,

Civil Engineer.



Alberta Clay Products Co's Clay Bank

ALBERTA CLAY PRODUCTS CO.

MEDICINE HAT

MEDICINE HAT, ALBERTA CAN.

CLAY ANALYSIS

Department of Chemistry

Iowa State College

A. A. BENNETT,
Professor
L. A. PLACEWAY,
Associate Professor
W. F. COOVER,
Associate Professor

Instructors

L. STEPHENS
L. TAGGART
M. FLYNN

Assistants

L. M. LISTER
R. W. GETCHELL
F. G. CHURCHILL

Ames, Iowa, Dec. 10, 1908.

The following is the result of an analysis of a sample of clay received from Mr. Warren Overpack of Webster City, Iowa:

SiO ₂ (silica)	68.27 per cent
Fe ₂ O ₃ and Al ₂ O ₃ (iron and aluminum oxides)	18.48 " "
CaO (calcium oxide)	1.96 " "
MgO (magnesia)	1.57 " "
H ₂ O (ordinary moisture)	1.58 " "
H ₂ O (water of hydration)	2.08 " "
KCl and NaCl (chlorides of sodium and potassium)	5.80 " "

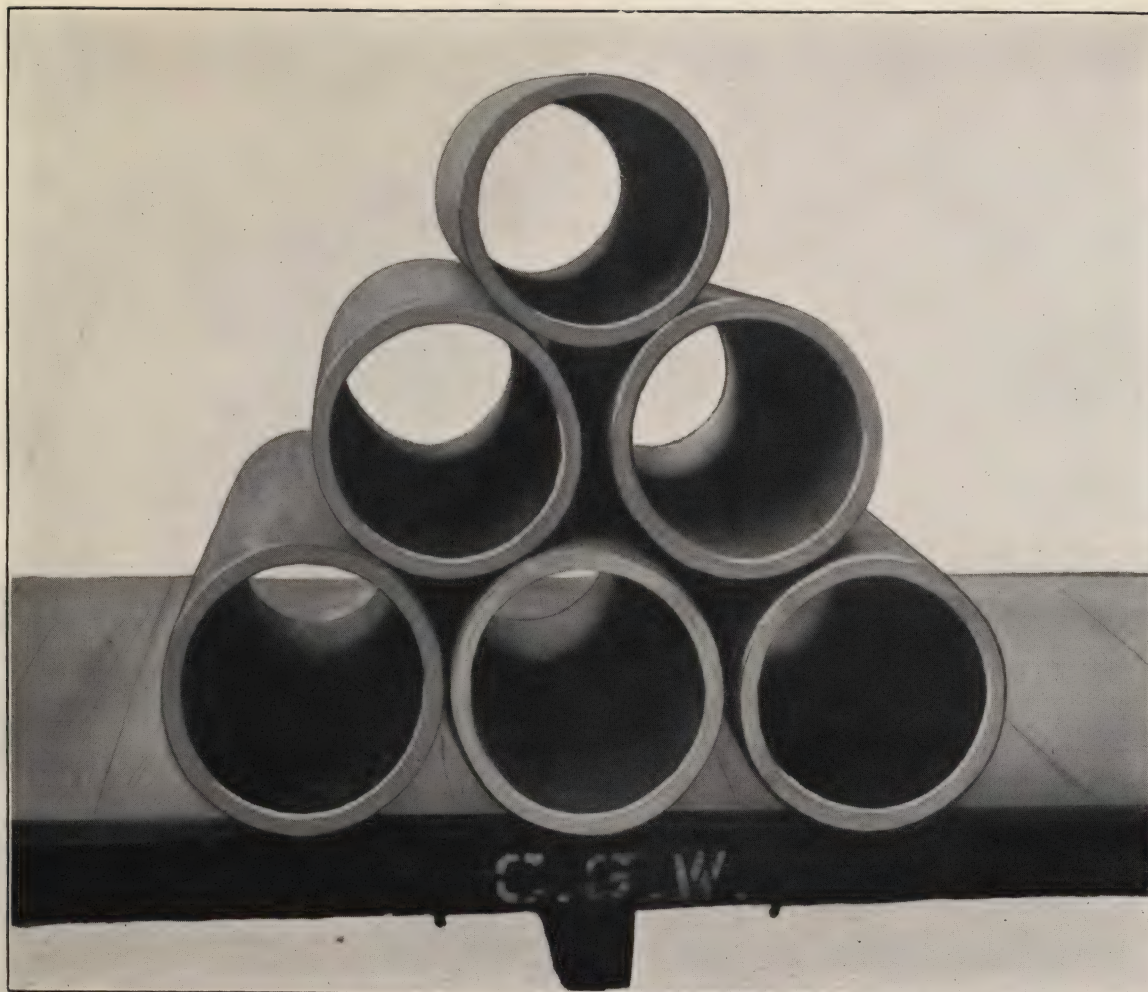
Total 99.74 " "

(Signed) A. A. BENNETT,
Prof. of Ames College,
Ames, Iowa.

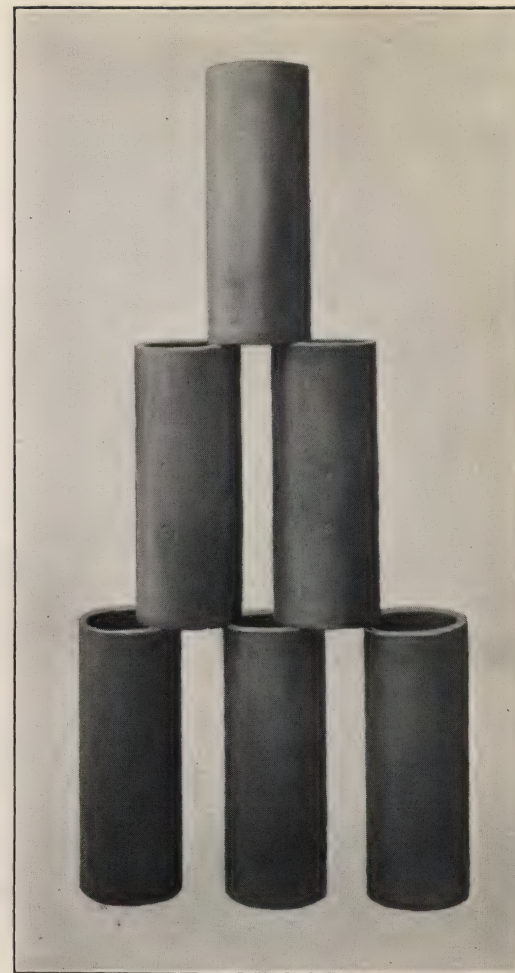
I hereby certify that the sample of clay referred to in Prof. Bennett's report, dated December 10th, 1908, came from the clay lands of the Alberta Clay Products Company, near Medicine Hat, Alberta.

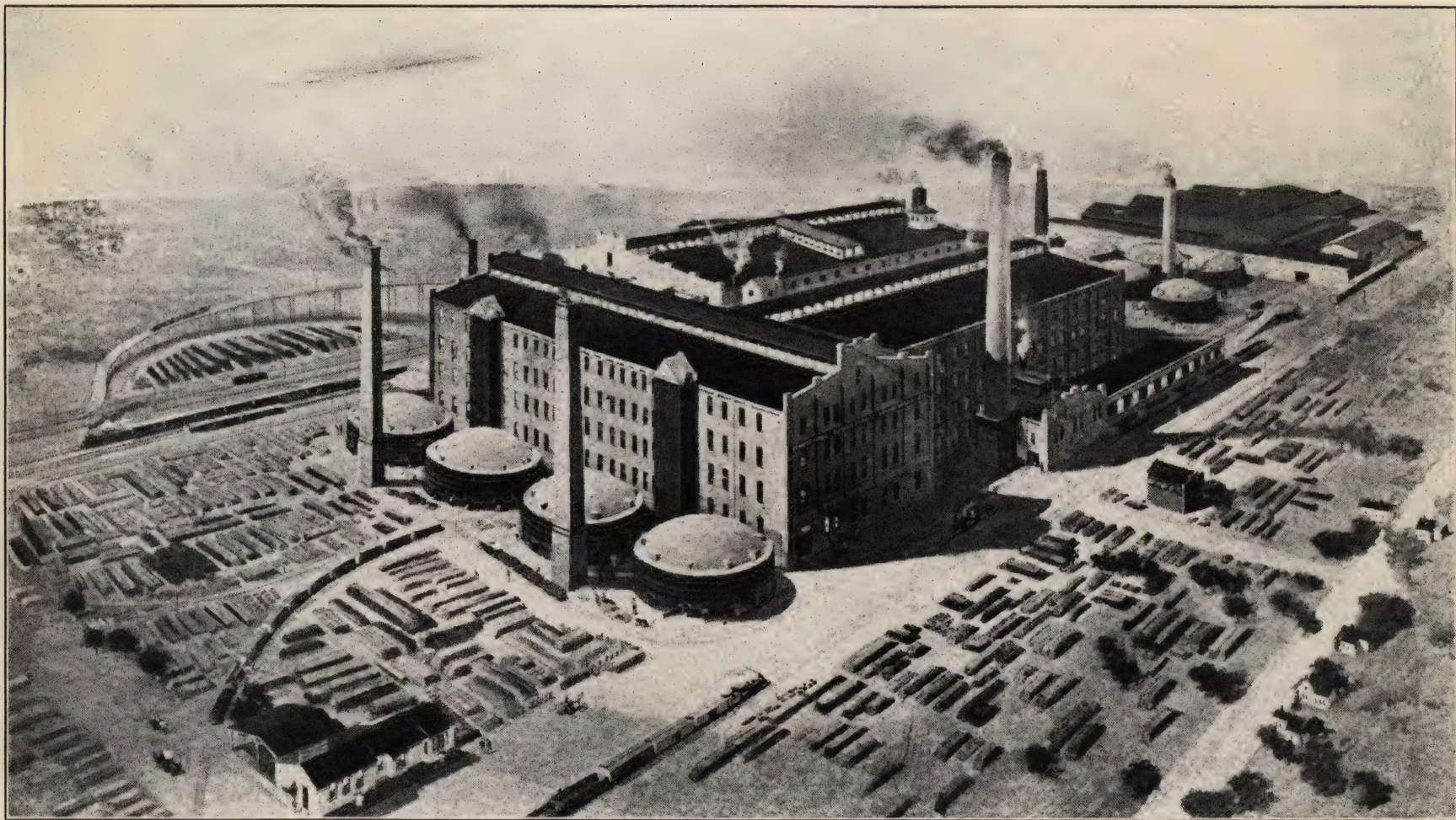
Dated, February 20th, 1909.

Warren Overpack.



Pipe Made from Alberta Clay Products Co's Clay





Sewer Pipe Plant, Whitehall, Illinois



Articles of Incorporation of Alberta Clay Products Company

We, the undersigned, do hereby associate ourselves together for the purpose of organizing a corporation under the Revised Laws of the State of Minnesota for 1905, and the acts amendatory thereof, and for that purpose do hereby adopt the following articles:

ARTICLE I.

The name of this corporation shall be "ALBERTA CLAY PRODUCTS COMPANY." The general nature of its business shall be the manufacture and sale of sewer pipe, drain pipe, wall coping, flue lining, cement, paving brick, conduits, hollow blocks, fire brick, roofing tile, drain tile, brick, hollow brick, pressed brick, ornamental brick, stoneware, queensware, pottery and all other products made from clay, and to do all things necessary or incidental in connection therewith. The principal place of transacting the business of the corporation shall be at St. Paul, Minnesota, but it may have offices at such other places within or without the United States as it may elect.

ARTICLE II.


The period of the duration of this corporation shall be thirty (30) years from the date of its incorporation.

ARTICLE III.

The names and places of residence of the incorporators are as follows: Moses E. Newell, Fort Dodge, Iowa; Warren Overpack, Webster City, Iowa; George W. Limbert, Hopkins, Minnesota; Edward W. Stanwood, Chicago, Illinois; Daniel F. Muhlenbruch, St. Paul, Minnesota; Edward A. Knapp, St. Paul, Minnesota; and George W. Markham, St. Paul, Minnesota.

ARTICLE IV.

The management of this corporation shall be vested in a board of seven directors, each of whom shall be a stockholder. The Board of Directors may appoint or elect such officers and agents as they may deem necessary to carry on the business of said corporation, and delegate such powers and duties to them as they may think proper, not inconsistent with the laws. They shall elect a president, vice president, secretary and treasurer. The same person may be both secretary and treasurer. The date of the annual meeting of this corporation shall be held on the first Tuesday in February in each year after the year 1909, at which annual meeting the Board of Directors shall be elected for the ensuing year. The names and addresses of those composing the first Board of Directors and who shall hold office as such directors until their successors are elected are as follows: Moses E. Newell, Fort Dodge, Iowa; Warren Overpack, Webster City, Iowa; George W. Limbert, Hopkins, Minnesota; Edward W. Stanwood, Chicago,



ALBERTA CLAY PRODUCTS CO.

MEDICINE HAT, ALBERTA CAN.

MEDICINE HAT

Illinois; Daniel F. Muhlenbach, St. Paul, Minnesota; Edward A. Knapp, St. Paul, Minnesota; and George W. Markham, St. Paul, Minnesota.

ARTICLE V.

The amount of capital stock of the corporation shall be \$500,000, divided into five thousand shares, and the par value of each share shall be \$100. Each holder of such stock shall be entitled to one vote for each share of stock owned by him as shown by the books of the Company. The capital stock shall be divided into two classes: \$150,000 par value of said stock, or 1500 shares thereof, shall be known as seven per cent cumulative preferred stock; \$350,000 in par value of said stock, or 3500 shares, shall be known as common stock.

On the first day of March 1910, and on the first days of September and March thereafter, the Company will pay out of the net earnings of the Company, to the holders of record on the first days of the preceding August and February, of the seven per cent preferred stock, three and one-half ($3\frac{1}{2}$) per cent dividend for the preceding half year (ending February 28th and August 31st) making an aggregate dividend of seven per cent per annum. In consideration of this guaranteed dividend, the holders of said stock shall not be entitled to participate further in the earnings of the Company; but it is expressly agreed that no dividends shall be paid upon the common stock of the Company until all accrued and accumulated dividends upon the seven per cent preferred stock shall have been paid or provided for.

In case of liquidation, the net assets of the Company shall be applied to the payment of the capital of the seven per cent preferred stock and accrued and unpaid dividends thereon, before any of the proceeds from said assets is applied to the payment of the capital of the common stock.

The whole or any part of the seven per cent preferred stock of the Company may be retired at any annual meeting of the Company held in or after the year 1913, upon a resolution adopted by a majority of the votes to which the holders of common stock shall at such meeting be entitled, by payment to the holders of such seven per cent preferred stock of the full par value of the stock so retired, together with accrued dividends thereon to date of such retirement, provided, however, that no such stock shall be retired until the funds with which to make such payments shall be in the treasury of the Company, either as surplus or undivided profits, or as contributions from the holders of common stock, or from both such sources combined.

ARTICLE VI.

The highest amount of indebtedness or liability to which the corporation shall at any time be subject shall be the sum of Three Hundred Thousand Dollars (\$300,000).

ALBERTA CLAY PRODUCTS CO.

MEDICINE HAT, ALBERTA CAN.

MEDICINE HAT

IN WITNESS WHEREOF, We have hereunto set our names and seals this 8th day of February 1909.

In Presence of:

A. G. BRIGGS.

HELEN BRIDGE.

MOSES E. NEWELL

(SEAL)

WARREN OVERPACK

(SEAL)

GEORGE W. LIMBERT

(SEAL)

EDWARD W. STANWOOD

(SEAL)

DANIEL F. MUHLENBRUCH

(SEAL)

EDWARD A. KNAPP

(SEAL)

GEO. W. MARKHAM

(SEAL)

STATE OF MINNESOTA }
COUNTY OF RAMSEY. } ss.

On this 8th day of February 1909, personally came before me Moses E. Newell, Warren Overpack, George W. Limbert, Edward W. Stanwood, Daniel F. Muhlenbruch, Edward A. Knapp, and George W. Markham, to me well known to be the same persons described in and who executed the above and foregoing instrument, and each acknowledged that he executed the same as his free act and deed.

A. G. BRIGGS,

Notary Public,

Ramsey County,

Minnesota.

(NOTARIAL)

(SEAL)

My Commission Expires July 3rd, 1914.

GENERAL

The interest and dividends that will become due and payable on bonds and preferred stock up to and including March 1st, 1910, will be deducted and retained by each purchaser of such bonds and stocks, from the payments to be made by him therefor.

\$200,000 par value, or 2,000 shares, of common stock is to be issued to Moses E. Newell and Warren Overpack as fully paid up for the properties, assigned to the Company by them as herein stated.

No amount is payable as purchase price money in cash, shares or debentures for any other property or good will.

No amount is intended to be paid to any promoter.

The amount intended to be reserved for working capital is about \$50,000.



CONTRACTS

The dates, parties and short purport, or effect, of every material contract and every material fact known to any director or promoter of the company who is a party to the issue of this prospectus are as follows:

I. John D. A. L. Molson of Medicine Hat, Alberta, contracted to sell to John J. Reed of Webster City, Iowa, for \$15,000 by contract dated September 26th, 1908, the southeast quarter of Section 34 and the northeast quarter of Section 27, Township 11, Range 5, West of the Fourth Meridian in Alberta, Canada. The balance of the consideration due on this contract is \$14,600, payable as follows: \$3,350 six months from the date of the contract; balance in three equal payments of \$3,750 each, due in one, two and three years from the date of the contract, together with interest thereon at seven per cent per annum, with the privilege of paying \$13,600 with interest at seven per cent per annum in full settlement of the balance of the purchase price if paid within six months from the date of the contract. Time is the essence of the contract, and upon default, the vendor is entitled to consider contract void and re-enter on the lands. Contract provides that buildings on lands shall be insured for \$2,000 by the purchaser, the policy of insurance to be satisfactory to the vendor and loss, if any, made payable to him as his interest may appear. Purchaser is given possession of the property with right to make any improvements and prospect for coal, clay, stone or other minerals or lay tracks or construct irrigation works, but no clay or other minerals or materials are to be removed without permission of the vendor, all improvements, additions or alterations to become the property of the vendor upon default. Conveyance in fee simple is to be made upon payment of amount due, with interest. Contract insures to the benefit of and binds the parties, their heirs and assigns.

This contract was sold and assigned by John J. Reed to Edward W. Stanwood of Chicago, Illinois, by assignment dated November 2nd, 1908. It was sold and assigned by Edward W. Stanwood to Frank M. Beach, of Lyle, Minnesota, Moses E. Newell, of Fort Dodge, Iowa and Warren Overpack, of Webster City, Iowa, by assignment dated December 3rd, 1908.

Frank M. Beach sold and assigned his interest in the contract to Moses E. Newell and Warren Overpack by assignment dated December 17th, 1908. The same contract was assigned by Warren Overpack and Moses E. Newell to the Company by assignment dated February 20, 1909. The balance due on the contract is to be paid out of the proceeds of the issue offered for subscription by this prospectus.

II. Contract was made between the municipal corporation of the City of Medicine Hat and M. E. Newell and Warren Overpack, dated November 30th, 1908, wherein the city agrees (1) to convey to them or their assigns the following real estate, at or near Medicine Hat (a) Blocks A and B in Industrial Place, being about 35 acres, (b) perpetual right of way 20 feet in width for right of way from Block A to railway track, (c) perpetual right of way 15 feet in width across land and railway track lying between Blocks

A and B. (2) To construct a gas well of standard size to lowest depth gas wells are now sunk for commercial purposes at Medicine Hat at a point on Block A or Block B to be selected by the Company. (3) To furnish to the Company gas free to meet requirements of industries on Blocks A and B until gas well is completed. (4) To furnish at not to exceed five cents per 1000 cubic feet, the necessary gas in addition to gas which said well will supply to meet all requirements of Company after gas well is completed and until January 15th, 1919, except during such periods, (if any) as the supply of gas owned or controlled by the city may be insufficient to permit of its use for industrial purposes. (5) To construct and thereafter maintain about $1\frac{1}{4}$ miles of railway track from Canadian Pacific Railroad main track to Blocks A and B of Industrial Place to serve industries or plants to be erected and operated on said blocks. (6) To grant perpetual right to use, free of charge, the said railway track to reach Canadian Pacific Railroad, and such other railroads as may hereafter be connected with it. (7) To grant right to construct spur railway tracks to Blocks A and B and connect with said railway track. (8) To secure and grant to the Company the right to lay, maintain and operate all necessary pipes to secure gas before Company's gas well is completed, the city furnishing all its available suitable pipe therefor. (9) To exempt all property of the Company covered by said agreement from taxation under the city's control, except school taxes, until January 15th, 1924. (10) To furnish, subject to by-laws in force and to be in force, adequate water supply for fire protection to all structures on Blocks A and B and furnish all water required for operation of plants for reasonable compensation, city not being required to construct any pipes or hydrants or other facilities on Blocks A and B. (11) To secure and cause to be conveyed to the Company perpetual right of way for railway track across southeast quarter of Section 3, Township 12, Range 5 in the Province of Alberta for railway track to clay lands.

The Contract requires the Company, as assignee to erect and operate a sewer pipe manufacturing plant on Blocks A and B to consist of the following, amongst other buildings: Main drying building about 256 by 80 feet, four stories, including basement; building for clay and part machinery about 256 by 56 feet, the portion for machinery to be one story high and the balance three stories high, these buildings to be connected by another building about 30 by 60 feet, three stories, without basement; a battery of 12 kilns 28 ft. in diameter, inside measurement. The dimensions given are approximate and are subject to changes as shown elsewhere herein. The Company is not to sell or supply gas from its gas well to be constructed by the City for use of Blocks A and B. If the plant is shut down and gas well not used for one month, the city, on giving ten days notice in writing, may take possession of the gas well and use the gas therefrom until the plant is started again. Plant is to be an up-to-date sewer pipe manufacturing plant with the most modern machinery, employing from 60 to 100 men and using from 80 to 200 tons of clay per day when the plant is in full operation. The Company is to construct the plant with as little delay as possible, and have it completed before December 1st, 1910. Blocks A and B of Industrial Place are to be used strictly for manufacturing purposes. The agreement is to inure

to the benefit of and bind the parties, their successors and assigns. The Contract has been assigned to the Company.

III. Contract between William Cousins, Francis O. Sissons, the Beaver Real Estate Company, Limited; the Western Gas City Realty Company, Limited; Francis F. Fatt and Llewellen H. Pruitt, all of Medicine Hat, Alberta, and M. E. Newell and Warren Overpack, called the purchasers, dated November 20th, 1908, assigned by the purchasers to the Company with consent of the vendors, provides that the purchasers agree, upon the passage of by-law and execution of satisfactory contract, they will cause to be erected and established a sewer pipe factory and plant on Blocks A or B of Industrial Place, which, with railway tracks, lands and appurtenances, will aggregate in value not less than \$150,000, and on commencing operations will employ from 60 to 100 men. These parties agree to convey to the purchasers the following lands located in or near Medicine Hat, Alberta, viz.:

Messrs. Cousins and Sissons agree to so convey—

That portion of the northeast quarter of Section 25, Township 12, Range 6, West of the Fourth Meridian, consisting of Blocks 27 and 34, and Lots 1 to 6 and 25 to 30 inclusive, in Block 26 according to a plan of subdivision of part of said quarter section registered as Number 2177 M.

The Western Gas City Realty Company, Limited, agrees to so convey—

That portion of the northwest quarter of Section 25, Township 12, Range 6, West of the Fourth Meridian, containing 20 acres, more or less, and being Blocks 32, 33, 38, 39 and 40, according to a plan of subdivision of part of said quarter section registered as Number 1729 M.

The Beaver Real Estate Company, Limited, agrees to so convey—

That portion of the northwest quarter of Section 24, Township 12, Range 6, West of the Fourth Meridian, being composed of Blocks Number 26 and 34 to 38 inclusive, being according to a subdivision of the said quarter section according to plan thereof registered in the Land Titles Office for the South Alberta Land Registration as Number 1970 M.

Francis F. Fatt agrees to so convey—

An undivided one-tenth (1-10) interest in all the unsubdivided portion of the northwest quarter of Section 29, Township 12, Range 5 west of the Fourth Meridian, lying south of the Canadian Pacific Railway Company's main line track, containing 25 acres, more or less, the said Francis F. Fatt to retain absolute control of the said land, and to have the right to make a sale of same if the opportunity arises, without any interference from said purchasers, the proportionate share of the proceeds of such sales to be paid to purchasers when such sales are made.



Llewellen H. Pruitt agrees to so convey—

In Block 17, Lots 7 and 8 and 31 and 32, all being according to a map or plan of "Central Park Subdivision" of record in the Land Titles Office as Number 1132 M.

Before the Company shall be entitled to transfers it must carry out all the terms and conditions of said contract and the contract with the City of Medicine Hat above described, and have the sewer pipe factory in actual operation for at least one month with eight kilns completed on or before December 1st, 1910. This contract was assigned to the Company February 27, 1909, by Newell and Overpack.

IV. Contract between Charles S. Pingle, Arthur P. Burns and Donald G. White, all of Medicine Hat, Alberta, parties of the first part, and Moses E. Newell and Warren Overpack, parties of the second part, dated November 20th, 1908, by which the parties of the first part, in the event they can complete the purchase of the southwest quarter of Section 25, Township 12, Range 6, West of Fourth Meridian, will convey to the second parties, their heirs or assigns, Blocks 1, 2, 3, 8, 9 and 10 of Subdivision of the southwest quarter of said Section 25 on the same terms stated in the contract dated November 20th, 1908, as above described.

The Canadian Pacific Railroad Company has promised, by letter, to haul clay from the clay pit to the plant for five dollars per car, not less than three cars in one train.

A copy of each of the contracts above referred to may be inspected at the office of Warren Overpack in Webster City, Iowa, or at the office of M. E. Newell, Fort Dodge, Iowa, or at Room 75, Metropolitan Opera House Building, St. Paul, Minnesota, at any time during business hours.

No director has any interest in the promotion of or in the property proposed to be acquired by the Company save as herein stated.

It has been assigned to the company by Newell Overpack by assignment dated February 20, 1909.

V. Contract between Edward D. Bennett and Joseph W. Hamilton of Medicine Hat, Alberta, and M. E. Newell and Warren Overpack, dated November 20th, 1908. By this contract Bennett and Hamilton agrees, on performance of contract, to transfer to Newell and Overpack or assigns, ten shares of the capital stock of Industrial Realty, Limited, of the par value of \$100 each, on the same terms and conditions upon which the real estate described in contract II above described is to be conveyed.





